

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

KATHRYN HARRIS,

Plaintiff,

v.

CAPITAL DISTRIBUTING,  
LLC,

Defendant.

OCT - 8 2019  
RICK WARREN  
COURT CLERK  
48

Case No. CJ-2019-

**CJ-2019-5676**

**PETITION**

COMES NOW THE PLAINTIFF, and for her cause of action herein alleges and states as follows:

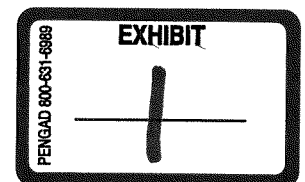
1. Plaintiff is Kathryn Harris, an adult resident of Oklahoma County.
2. Defendant is Capital Distributing, LLC, a foreign limited liability company conducting business in Oklahoma County.

**CLAIMS AND VENUE**

3. Plaintiff's causes of action are for Defendant's violations of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Promissory Estoppel, Breach of Contract, and Fraud.
4. All of the acts described herein occurred in Oklahoma County, and Defendant can be served in Oklahoma County.

**STATEMENT OF FACTS**

5. Plaintiff was formerly employed by Defendant from May 2017 until July 31, 2019.
6. Plaintiff was provided coverage under a group health plan by virtue of



her employment with Defendant that continued from December 1, 2017, until May 25, 2019.

7. After May 25, 2019, while still employed by Defendant, Plaintiff believed her insurance was still active.
8. Despite Plaintiff's insurance being cancelled, Plaintiff communicated with Defendant regularly thereafter, including with Ted Saxton, which is Defendant's Human Resources personnel.
9. Saxton informed Plaintiff to continue to issue cashier's checks to Defendant for her insurance as it is active, including a text message on June 11, 2019, which requested payment of \$364.68 for continued coverage. Plaintiff submitted this payment and it was deposited by Defendant.
10. In July 2019, Plaintiff's medical providers contacted Plaintiff informing her that her insurance was cancelled effective May 25, 2019.
11. Plaintiff contacted Defendant to inquire about the representations Defendant made to her along with concerns about COBRA coverage.
12. Defendant refused to communicate with Plaintiff about the continuation of coverage.
13. Defendant issued a COBRA notice on August 1, 2019, which stated that Plaintiff's insurance was active until July 31, 2019. Plaintiff contacted the health insurance provider, which informed Plaintiff that Defendant completed a form requesting cancellation of Plaintiff's coverage for May 25, 2019.
14. Plaintiff has incurred medical bills from May 25, 2019, until July 31,

2019.

15. Additionally, upon the cancellation of Plaintiff's insurance, Plaintiff had to forego necessary medical treatment due to Defendant's cancellation of her medical insurance.
16. At the time Defendant informed Plaintiff to keep making payments to Defendant for continued health insurance, Defendant knew it had cancelled Plaintiff's insurance and only had the intention of taking Plaintiff's money.
17. Plaintiff relied upon Defendant's representation and continued medical treatment and incurred additional medical bills.
18. Because the actions of Defendant were willful, malicious, or in reckless disregard for Plaintiff's rights, Plaintiff is entitled to an award of punitive damages.

**PRAYER**

The actual damages under Plaintiff's claims exceeds Ten Thousand Dollars (\$10,000.00).

**WHEREFORE**, Plaintiff prays that this Court enter judgment in favor of the Plaintiff and against the Defendant and assess an award of actual, compensatory, and punitive damages together with pre- and post-judgment interest, costs, attorneys' fees, and such other relief as this Court may deem equitable and appropriate.

**RESPECTFULLY SUBMITTED THIS 7TH DAY OF OCTOBER 2019.**



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Leah M. Roper, OBA # 32107

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ATTORNEYS FOR PLAINTIFF

**ATTORNEY LIEN CLAIMED**